

ScottishPower Gas and Electricity

General and Deemed Terms
and Conditions for
Domestic Customers



SCOTTISHPOWER

This booklet sets out **our** general and deemed terms and conditions for supplying gas or electricity (or both) to **our** domestic customers. These terms and conditions automatically apply if **you** have agreed to enter into a **contract** with **us** for supplying **energy** to **your property**. These terms and conditions also automatically apply if we supply energy to your property, but you have not agreed to enter into a **contract** with **us** for that supply. In those circumstances, **we** supply **energy** to **you** under a **deemed contract** between **you** and **us**.

Some extra terms and conditions will also apply to **your contract** with **us**, including the following:

- Any extra terms and conditions that apply to the **tariff you** have chosen. **We** will tell **you** about these before **you** agree to enter into a **contract** with **us** or when **you** choose a new **tariff**, and **we** will confirm them in the **tariff confirmation letter**.
- Any extra terms and conditions that apply if **you** use **our** website or mobile phone app to manage **your** account with **us**. **We** will tell **you** about these when **you** sign up for the relevant **tariff**, or when **you** log in to **your** account or app.

We may update the terms and conditions set out in this booklet from time to time, and **we** will publish the current versions on **our** website at scottishpower.co.uk. **You** can also ask **us** for a copy of the current version of this booklet at any time.

You can get Welsh language and large-print versions of this booklet at scottishpower.co.uk or by **contacting us**.

1. Glossary

Certain terms have a particular meaning when they are used in this booklet. **We** have listed those terms in this section 1, and they are highlighted in bold when they are used in this booklet.

Charges

The **charges** that **you** will pay under the **contract**, including those that apply under **your tariff**, any **Green Deal charges** and any other costs, **charges** or other amounts that **you** will pay under the terms of the **contract**.

Contacting us

Phoning **us** on 0800 027 0072 during normal business hours, writing to **us** at ScottishPower Energy Retail, Customer Care, 320 St Vincent Street, Glasgow G2 5AD, or **contacting us** in any other way that **we** may make available to **you** from time to time.

Contract

The **contract** that has been agreed (or the **deemed contract** that has been made) between **you** and **us** for the supply of **energy** to the **property**, which is made up of the following documents:

- These terms and conditions.
- The **tariff confirmation letter**.
- Any terms and conditions that apply to **your tariff**.
- Any other terms and conditions that **we** refer to in this booklet or in the **tariff confirmation letter**, including, for example, any terms and conditions that apply if **you** use **our** website or app.

We may amend the terms of the **contract** from time to time in line with the terms and conditions in this booklet.

Deemed contract

A **contract** for:

- the supply of electricity that is considered to have been made between **us** and **you** under Schedule 6 of the Electricity Act 1989; or
- the supply of gas that is considered to have been made between **us** and **you** under Schedule 2B of the Gas Act 1986;

when **we** supply electricity or gas to **you** but **you** have not agreed to enter into a **contract** with **us** for that supply.

Electricity network operator

The operator that has been licensed by **Ofgem** to operate the electricity distribution network in the area the **property** is in.

Energy

Electricity or mains natural gas (or both) that **we** supply to **you** under the **contract** for domestic (or mainly domestic) use.

Industry bodies

Ofgem, the **electricity network operator**, the **gas transporter** and all other people or companies that regulate, manage or operate any aspect of the electricity and gas supply industry.

Industry regulations

The licence (or licences) granted by **Ofgem** which allows **us** to supply electricity and gas to **you**, together with all other laws, regulations and industry documents, guidance or directions relating to the supply of electricity or mains natural gas (or both).

Gas transporter

The company that is licensed and authorised by **Ofgem** to pipe mains natural gas to the **property**.

Green Deal charges

Any **charges** for **energy**-efficiency measures that have been installed at the **property** and which **we** must collect through **your energy** bills in line with the **Green Deal** scheme.

In-home display

A standalone in-home display unit that is wirelessly linked to the **smart meter** and provides information about **your energy** use and its cost.

Metering equipment

The meter and all other equipment and systems that are used to measure the amount of **energy** that is used at the **property**, together with any other items that **we** provide or make available in connection with supplying gas or electricity to **you**. This will include, for example, **in-home displays** and any key, token, card or other item which is used to top up a **prepayment meter**.

Ofgem

The Office of the Gas and Electricity Markets (or anyone who replaces them), who regulate the gas and electricity supply markets in Great Britain, together with their agents and representatives.

Prepayment meter

A meter which is used to pay for **energy** and other **charges** in advance. This may be either a **prepayment meter** or a **smart meter** that is set to prepayment mode.

Property

The home, building or other space **we** supply **energy** to under the **contract**.

Security deposit

An amount of money **you** give to **us** as security for the payment of the **charges**. If **you** do not pay any **charges** in line with the terms of the **contract**, **we** can use the **security deposit** towards paying those **charges**.

Smart meter

An electricity or gas meter installed at the **property** that **we** can communicate with and read remotely, without needing to visit the **property**.

Smart display

The **in-home display** or, if it applies, an alternative compatible display (for example, an app on **your** mobile phone or tablet), that is wirelessly linked to the **smart meter** and provides information on **your energy** use and its cost.

Tariff

The **tariff** that **we** use to work out the **charges** for supplying **energy** to the **property**.

Tariff confirmation letter

The letter, email or other form of communication issued by **us** which outlines the details of **your contract** with **us**, including **your tariff**. This will be issued shortly after **you** enter into a **contract** with **us** (or shortly after a **deemed contract** is made between **you** and **us**), and if **your tariff** changes at any time.

We, us, our, ScottishPower

ScottishPower **Energy** Retail Limited, a company incorporated in Scotland with registered number SC190287.

You, your, customer

The person (or people) **we** have entered into or made the **contract** with.

- If **you** agreed to enter into the **contract** with **us**, this will be the person (or people) set out in the **tariff confirmation letter**.
- If **we** supply **energy** under a **deemed contract**, this will be the person (or people) **we** are considered to have made the **contract** with, in line with the relevant **industry regulations**.

2. When your contract will start

- 2.1 The **contract** will start on the date that **you** agreed to enter into the **contract** with **us**:
 - by filling in and sending an online application to **us** or one of **our** representatives (for example, on **our** website or using **our** mobile phone app);
 - over the phone with one of **our** representatives; or
 - in person with one of **our** representatives.
- 2.2 If **you** have not agreed to enter into a **contract** with **us** but **we** supply **energy** to **you** under a **deemed contract**, the **contract** will start on the date that **we** began to supply **energy** to the **property** under the **contract**. For example, this may be:
 - the date **you** took ownership of the **property** (if **you** are the owner of the **property**);
 - the date **your** lease started (if **you** are the tenant of the **property**); or
 - the date that a tenant moved out of the **property** (if **you** are the landlord of the **property**).
- 2.3 A cooling-off period automatically applies once **you** agree to enter into a **contract** with **us**, whether **you** are a new or existing customer. The cooling-off period will end 14 days from the day after **you** enter into the **contract**. If **you** are a new customer, this means that the cooling-off period will end 14 days from the day after **you** sign up to join **us**. Or, if you are an existing customer who has switched tariff, the cooling-off period will end 14 days from the day after **you** confirm **your** new tariff. As we explained when **you** entered into your contract with **us**, **you** can let **us** know that **you** want to cancel a **contract** at any time during the cooling-off period by phoning us or contacting us online.
- 2.4 If **you** do cancel the **contract** during the cooling-off period but **we** have already started to supply **energy** to **you**, **we** may, by law, be entitled to charge **you** for the **energy** that **we** supply until **you** move to another supplier.
- 2.5 By entering into a **contract** with **us**, **you** are confirming that **you** are the owner or occupier of the **property** and that the **property** is connected to the mains gas or electricity network (or both)

3. When we will start to supply energy to you

- 3.1 If **we** do not already supply **energy** to the **property** on the date **you** agreed to enter into the **contract** with **us**, **we** will aim to start supplying **energy** to **you** within 21 days of the date **you** agreed to enter into a **contract** with **us**. **We** will tell **you** the date that **your** supply of **energy** under the **contract** starts.
- 3.2 In some circumstances, **we** may not be able to start supplying **energy** within that 21-day period, for example if:
 - **you ask us** to start supplying the **energy** on a later date;
 - **your** existing supplier objects to **us** starting to supply the **energy**;
 - **you** haven't given **us** one or more of the items of information that **we** need to start supplying the **energy**, despite **us** asking **you** for this information;
 - **you** cancel the **contract** during **your** cooling-off period; or
 - **we** cannot start supplying **energy** due to something **you** have done or failed to do, or due to any circumstances outside of **our** control.
- 3.3 If **we** already supply **energy** to the **property** on the date **you** enter into the **contract** with **us**, the **contract** will apply to the supply of **energy** to the **property** from that date.
- 3.4 **We** may ask **you** to provide a meter reading for gas or electricity (or both) before **we** start to supply the **energy** to **you**. **We** may estimate this reading (or readings) if:
 - **you** do not give **us** a meter reading and **we** have not received a meter reading from anyone else (for example, the previous owner or occupier of the **property** or the previous supplier); or

4. What happens if we are unable to supply energy to you

- 4.1 If **you** agreed to enter into the **contract** with **us** but **we** cannot begin or continue to supply **energy** to **you** (including, for example, if any of the circumstances in section 3.2 cannot be dealt with within a reasonable time after **you** agreed to enter into the **contract** with **us**) **we** can:
- end the **contract** by giving **you** notice; and
 - cancel any process that may have begun to register **us** as the supplier of the relevant **energy** to the **property**.
- 4.2 If **we** have agreed to provide **you** with both gas and electricity, but **we** exercise **our** rights under section 4.1 for gas or electricity only (not both), **you** can tell **us** that **you** want to bring the whole **contract** to an end (**you** will not have to pay an exit fee to end the **contract** in these circumstances).
- 4.3 If **you** or **we** exercise **your** or **our** rights under section 4.1 or section 4.2, but **we** have already started to supply the **energy** to **you**, **we** can charge **you** for the **energy** that **we** supply to **you** until **you** move to another supplier.

5. The length of your contract with us

- 5.1 The **contract** will continue unless **you** or **we** end it in line with the terms of the **contract**.
- 5.2 If **you** have chosen a fixed-term tariff, **we** will send **you** a written notice before **your** fixed-term tariff ends, in line with the terms and conditions that apply to that tariff. This notice will explain which 'default tariff' (the tariff **you** will automatically move to) will apply if **you** do not agree in writing to extend the **contract** by choosing a new tariff **we** offer **you**, if **you** do not enter a new **contract** with **us**, or if **you** do not switch to a new supplier.
- 5.3 If, within 20 working days after the end of **your** fixed-term tariff:
- **you** agree to move to a new tariff or **contract** with **us**; or
 - **you** or another **energy** supplier tells **us** that **you** are switching **energy** supplier, and **your** supply switches within a reasonable time (normally 20 working days);
- you** will stay on **your** fixed-term tariff until **your** switch to a new supplier or **your** move to another tariff or **contract** with **us** takes effect, unless **we** think it would be cheaper for **you** to move on to the relevant 'default tariff' for that period. However, **we** can object to **you** switching to a new **energy** supplier if **you** owe **us** any **charges**. (See section 23 for more information on what **we** will do in these circumstances.)
- 5.4 If **we** supply **energy** to **you** under a **deemed contract**, that **contract** will continue until:
- **we** start to supply **energy** to the **property** under a **contract** that **you** agree to enter into with **us** (that is not a **deemed contract**);
 - another **energy** supplier is appointed as the registered supplier of **energy** to the **property** and starts to supply **energy** to the **property**;
 - **you** move out of the **property** and **you** end the **contract** in line with section 21; or
 - the supply of **energy** to the **property** is disconnected or discontinued for any reason.

6. How we will work out the charges you pay

- 6.1 **We** will work out the **charges** that **you** will pay for the supply of **energy** based on **your** tariff at that time.
- If **you** agreed to enter into the **contract** with **us**, **you** and **we** will agree the tariff that will apply at the start of the **contract** at the time **you** enter into the **contract** with **us**, and this tariff will be set out in the **tariff confirmation letter** issued by **us** shortly after **you** enter into the **contract**. However, the tariff that applies may change from time to time in line with the terms of the **contract** or as **you** and **we** agree.
 - If **we** supply **energy** to **you** under a **deemed contract**, **our** tariff for domestic customers under **deemed contracts** will apply. This tariff will be set out in the tariff confirmation letter **we** send **you** shortly after the **deemed contract** is made, and may change from time to time. **We** will also publish the details of the current tariff that applies to domestic customers under **deemed contracts** on **our** website at scottishpower.co.uk, and **you** can ask **us** for the current details of that tariff at any time by **contacting us**.
- 6.2 **You** can find more information on the **charges** under **your** tariff in the tariff information label section of **our** website at scottishpower.co.uk. **You** can also ask for information on **your** tariff at any time by **contacting us**.
- 6.3 Unless the **tariff confirmation letter** or the tariff information label says otherwise, **we** will work out the **charges** for supplying **energy** to **you** based on:
- any 'standing charge' that applies – a standing charge is a daily charge that goes towards the costs of maintaining the supply of **energy** to **you** and is not related to the amount of **energy** **you** use; and
 - one or more 'unit rates' – a unit rate is a charge (in pence per kilowatt hour) that is due for the amount of **energy** **you** use. **Your** tariff may have one or more unit rates – for example, there may be different unit rates that apply to the **energy** **you** use at different times of the day.
- If **we** supply **you** with gas, **we** convert the amount of gas **you** use from cubic feet or cubic metres into kilowatt hours, in line with **industry regulations**. **You** can ask for more information on how **we** do this by **contacting us**.
- 6.4 **We** may also charge **you** extra amounts that are not included in the tariff. If possible, **we** will try to tell **you** about these amounts before **we** charge **you** for them. They may include the **charges**, costs and other amounts that **we** or **our** agents may charge in connection with:
- visiting the **property** and disconnecting, stopping, changing or reconnecting **your** supply, if **you** have asked **us** to do this or if **we** have done so as a result of anything **you** have done or failed to do;
 - visiting the **property** and inspecting any **metering equipment**, if **you** have asked **us** to do this but **we** do not find a fault;
 - visiting the **property** and inspecting any **metering equipment**, if **you** have arranged for that **metering equipment** to be installed;
 - removing any obstructions that prevent safe access to any **metering equipment**;
 - any new connection to the relevant network that needs to be made for **us** to provide **energy** to **you**;
 - installing any mains, pipes or other plant or equipment which needs to be installed, replaced, enlarged, extended or renewed to allow **you** to receive a supply of mains gas or electricity to the **property**;
 - recovering any amounts **you** are due to pay under the **contract**, which may include the costs of contacting or visiting **you**, court costs, the cost of getting and enforcing a warrant to enter the **property** (including, for example, to install a **prepayment meter**), or reasonable administration costs;

- visiting the **property** to do any work that may be needed as a result of **you** not keeping to **your** responsibilities under the **contract**, including, for example, if **your** metering equipment has been tampered with or if any gas or electricity has been stolen;
- visiting the **property** when **you** haven't kept to an appointment agreed with **us** or **our** representatives, as long as **we** or **our** representatives told **you** about any charge for a missed appointment at the time the appointment was arranged (if **you** were on a fixed-term tariff on 31 March 2018, or **you** had agreed to move to a fixed-term tariff on or before that date, **we** will not charge **you** any **charges** for missed appointments for as long as **you** remain on that fixed-term tariff);
- any taxes, **charges** or other amounts that **we** have to collect from **you** under industry regulations; and
- any costs that **we** or **our** representatives may have as a result of **you** failing to keep to **your** responsibilities under the **contract**.

If **industry regulations** prevent **us** from charging **you** for certain types of extra costs, **we** will not charge **you** for those costs. Also, if any **industry regulations** place a cap (limit) on the amount of any extra costs that **we** can charge **you**, **we** will not charge **you** for any amounts above that limit.

- 6.5 If **we** find out that **you** used to be **our customer** and that **you** still owe **us** money under a previous **contract** or account, **we** can add those amounts to what **you** owe **us** under the **contract**.

If **we** want to do so, **we** will:

- write to **you** and explain how **we** have worked out the unpaid amounts and how **we** plan to recover them from **you**;
- give **you** a reasonable period to respond to **us** about the unpaid amounts, and will confirm this period when **we** write to **you** (**we** will take into account any comments that **you** provide to **us** during that period); and
- wait at least two weeks from when **we** originally wrote to **you** before **we** add any unpaid **charges** to **your** account.

- 6.6 Section 6.5 will not apply if **you** pay through a **prepayment meter**, unless **you** agree **we** can add the unpaid amounts to **your** account and **we** have kept to **industry regulations** relating to adding previously unpaid amounts to **your** account with **us**.

- 6.7 If **you** pay by **prepayment meter** and **we** have to pay any **charges** or other amounts to **your** previous **energy** supplier in connection with their supply to **you**, **we** can recover those payments from **you**.

- 6.8 If **you** do not pay any bill after receiving a first reminder from **us**, **we** can charge **you** interest on the amount **you** owe **us**. Any interest will be charged at a yearly rate of 2% above the Royal Bank of Scotland plc base lending rate (or 2% above an equivalent base rate **we** choose).

- 6.9 The following terms apply if **we** supply **energy** to a **property** where **you** have to pay **Green Deal charges**.

- **We** will collect the **Green Deal charges** through **your** electricity bills, and then pass the **charges** on to the relevant **Green Deal** provider.
- **You** must pay **Green Deal charges** using the same payment method **you** use to pay for **your energy**. If **you** have a **prepayment meter**, **we** will collect any **Green Deal charges** through **your prepayment meter**.
- If **you** do not pay any **Green Deal charges** when they are due, **we** will have the same rights as if **you** owed **us** any other amounts, including the rights set out in section 6.8 and section 15.
- **You** have to pay **Green Deal charges** for the whole period that **we** supply electricity to the **property**. If **you** were paying **Green Deal charges** before **we** started to supply electricity under the **contract**, **we** will only collect those **charges** from the date that **we** began supplying electricity to the **property**.

7. How we will work out your energy use

- 7.1 Unless **you** have a **prepayment meter**, or a **smart meter** that is in proper working order, **you** should provide **us** with regular meter readings. **We** or **our** representatives may also visit the **property** to take meter readings.
- 7.2 If **you** have a **prepayment meter**, the **prepayment meter** will automatically measure the **energy** **you** use.
- 7.3 If **you** have a **smart meter** and it is working and communicating correctly with **our** systems, **we** will use the **smart meter** to measure **your energy** use at the **property**.
- 7.4 **We** may need to estimate the amount of **energy** **you** have used if **we** don't have all of the information that **we** need to work out **your energy** use. For example, if **you** have a **smart meter**, **we** may still need to work out **your charges** based on **your** estimated **energy** use, for example if the **smart meter** is faulty or is not communicating correctly with **our** systems.
- 7.5 If **we** estimate **your energy** use and **we** later take or receive an accurate meter reading, **we** will adjust **your** next bill to reflect that meter reading.

8. Paying your charges

- 8.1 The method that **you** must use to pay the **charges** will depend on whether **you** agreed to enter the **contract** with **us** or **we** supply **energy** to **you** under a **deemed contract**.

- If **you** agreed to enter into the **contract** with **us**, **you** must pay the **charges** by the payment method **you** and **we** agreed when **you** entered into the **contract** with **us**. This will be set out in the **tariff confirmation letter**.
- If **we** supply **energy** to **you** under a **deemed contract**, **you** must pay the **charges** by the method set out in **your tariff confirmation letter**. This will also be set out in each bill **we** send **you** or, if **you** have a **prepayment meter**, by using the **prepayment meter**.

Your payment method may also change during the term of the **contract**, in line with section 13.

- 8.2 In line with section 8.8, **we** will send **you** a bill or statement (either by post or to **your** online account) at least once a year (or more frequently in line with **your** agreed payment method or tariff), but **we** may send **you** a bill or statement at any time. If **you** have a **prepayment meter**, **you** will not receive bills, but **you** will receive a yearly statement from **us**.
- 8.3 Unless **you** pay the **charges** by monthly Direct Debit, by **prepayment meter**, or by a weekly or monthly arrangement **you** have agreed with **us**, **you** must pay **your** bill by the payment due date that is on the bill. If there is no payment due date on the bill, **you** agree to pay the bill within 14 days of the date the bill was issued by **us** (as shown on the first page of the bill). **You** can pay **your** bills by any of the payment methods described in the bill.
- 8.4 If **you** have agreed to pay the **charges** by a weekly or monthly arrangement (other than Direct Debit), **you** must pay them on the dates and by the method **you** and **we** have agreed.
- 8.5 Each bill or statement that **we** issue will include certain information that **we** must provide under **industry regulations**. For example, this will include:
- an overview of the **charges** and when they are due; and
 - if it applies, options on how **you** can make a payment to **us**.
- 8.6 **You** must pay all of **your** bills in full, even if **you** have a query about **your** bill. Section 11 sets out what **you** should do if **you** have a query about any bill.
- 8.7 **We** will show any **Green Deal charges** separately on **your** bill or statement. Whenever **you** pay **us**, **we** will allocate the appropriate amount to the **Green Deal charges** and any other **charges** that **you** owe **us**. If at any time **you** pay **us** less than the full amount due, **we** will allocate **your** payment in proportion to the **Green Deal charges** and any other **charges** that **you** owe **us**.

- 8.8 **We** will not send **you** a bill for (or try to recover by **your** payment method, such as through a **prepayment meter**) any **charges** for supplying **energy** to **you** unless the **charges** are:
- for **energy** that **we** reasonably consider **you** have used within the previous 12 months; or
 - other **charges** (for example, standing **charges**) that have built up during the previous 12 months.

However, **we** can still send **you** a bill (or try to recover the **charges** from **you** by **your** payment method) more than 12 months after **you** used the **energy** or the **charges** were built up if:

- **we** have not been able to send **you** a bill or recover the **charges** for the correct amount of **energy** **you** have used due to **your** obstructive or clearly unreasonable behaviour (for example, if **you** have stolen **energy** or **you** have unreasonably failed to give **us** access to **your** **property** to take meter readings);
- **we** are allowed to do so under relevant **industry regulations**; or
- **we** have previously sent **you** a bill or tried to recover the same **charges** from **you** in line with this section 8.8.

9. Terms that apply if you pay your charges by monthly Direct Debit

- 9.1 If **you** pay the **charges** by monthly Direct Debit, **your** monthly Direct Debit amount will be agreed at the time **you** enter into the **contract** with **us** and will be set out in the **tariff confirmation letter**.
- 9.2 **We** will review the amount of **your** Direct Debit at least once a year, and more often if **we** think it is appropriate to do so. **We** will tell **you** at least 10 days before **we** make any changes to **your** monthly Direct Debit amount.
- 9.3 The following terms apply specifically to **our** Direct Debit payment credit scheme (the scheme'). This scheme is completely separate from **our** normal Direct Debit review arrangements, as outlined in sections 9.1 and 9.2. **You** can find more details of the scheme at scottishpower.co.uk or **you** can ask **us** for details at any time by **contacting us**.
- **We** will explain any credit that **we** may pay **you** under the scheme. **We** will do this in **your** yearly review statement, which **we** will give **you** after **we** have completed the yearly review. **We** will only pay **you** one credit for any 12-month period.
 - If **we** cannot work out the net amount of credit (the amount after deductions) in **your** account for technical reasons or because **you** have not given **us** an accurate, up-to-date meter reading when **we** asked, **we** can delay paying **you** any credit due under the scheme until any problems are sorted out.
 - If **you**:
 - (a) switched to another supplier before the date of any yearly Direct Debit review;
 - (b) do not keep to any of **your** responsibilities under the **contract**; or
 - (c) fail to make any of **your** Direct Debit payments;**you** will not be entitled to any credit payment under the scheme.

10. Terms that apply if you pay your charges by prepayment meter

- 10.1 If **you** pay the **charges** by **prepayment meter**, **you** must keep the **prepayment meter** topped up with enough credit to cover the **charges** due under **your** tariff as well as any other **charges** that are due.
- 10.2 If at any time **you** pay **us**, through the **prepayment meter**, an amount that is less than the **charges** that are due to **us**, **you** must pay **us** the difference. **We** will collect any difference by adjusting **your** **prepayment meter**, unless **you** agree to make a one-off payment to **us**.

- 10.3 **You** can get more information on how **you** can top up **your** **prepayment meter**, and how **we** will handle and process any refunds that may be due to **you**, on **our** website at scottishpower.co.uk or by **contacting us**.

11. What to do if you have a query about your bill

- 11.1 If **you** have a query about any of **your** bills or statements, **you** should contact **us** and **we** will try to sort it out.
- 11.2 If **you** have contacted **us** to let **us** know **you** have a query about a bill, **you** must continue to pay **your** bills in line with the terms of the **contract** while **we** look into **your** query.
- 11.3 If **we** agree that there has been a mistake in a bill, **we** will adjust **your** next bill to take account of the mistake.

12. Our rights to ask for a security deposit

- 12.1 If **you** want to move from a **prepayment meter** to a credit meter and **you** do not pass **our** credit check, **we** can, at any time, ask **you** for a **security deposit**.
- 12.2 **We** may also ask **you** to pay **us** a **security deposit** at any other time if it is reasonable for **us** to do so (for example, if **you** do not pay any **charges** to **us** by the date they are due).
- 12.3 Other than where **we** ask **you** for a **security deposit** as a condition of changing from a **prepayment meter** to a credit meter (see section 12.1), **we** will not ask **you** for a **security deposit** if **you** pay **your** bills by a **prepayment meter**.
- 12.4 The amount of any **security deposit** **we** ask for will be reasonable. **We** will tell **you** the amount of the **security deposit** and how long **you** have got to pay it, and what will happen if **you** do not pay it within that time. **We** will also tell **you** about how **we** will hold the **security deposit**, including when **we** will use it and when **we** will repay it to **you**.
- 12.5 Unless **we** agree otherwise with **you**, if **you** pay more than the amount it says on **your** bill, **we** will not consider this a **security deposit** for the purposes of the **contract**.

13. Changing your payment method

- 13.1 **You** can ask to change **your** payment method at any time by **contacting us**. Any change to **your** payment method may also lead to a change in **your** tariff or **charges** (or both), as explained in section 13.4. If **we** supply **energy** to **you** under a **deemed contract** and **you** want to change **your** payment method, **you** will need to agree to enter into a **contract** with **us**.
- 13.2 If **you** have a **prepayment meter** and want to change to a credit meter, **we** will arrange for **your** **prepayment meter** to be replaced by a credit meter (or, in the case of a **smart meter**, changed from prepayment mode to credit mode) as long as:
- **you** do not owe **us** any **charges** at the time **you** ask **us** to change the meter;
 - **you** pass **our** credit check; and
 - **you** pay **us** any **security deposit** **we** may ask for as a condition of changing **your** meter.
- 13.3 **We** may change **your** payment method (and **your** tariff) at any time if:
- **you** do not pay any **charges** in full and by the date they are due (for example, **we** may change **your** payment method so that **you** are paying by cash and tell **you** about any change to the **charges**, or **we** may take the steps in section 15); or
 - **we** withdraw **your** tariff and **your** current payment method is not available on another tariff.
- 13.4 The **charges** that **you** pay and certain other terms of the **contract** (for example, **your** tariff or the date **your** bill must be paid by) may depend on **your** payment method. If **your** payment method changes for any reason, **we** will tell **you** about any changes **we** will make to the **charges** and any other terms of the **contract**, as well as the date that those changes will come into effect.

13.5 If **we** need to replace any of **your metering equipment** to change **your** payment method, **we** may charge **you** the costs of making that change, in line with **industry regulations**. If possible, **we** will try to tell **you** about these amounts before **we** charge **you** for them.

14. How we will use the amounts you pay

14.1 **We** will use the amounts **you** pay **us** to pay off the **charges** as **we** see fit. For example, **we** may put the amounts **you** pay towards **your** oldest outstanding **charges**. This section 14.1 does not apply to **Green Deal charges**, which will be allocated in line with section 8.8.

14.2 If **we** discover that **you** have a credit balance under a previous contract or account with **us**, **we** can include that credit in **your** account under the **contract**, in particular to reduce any amount that **you** may owe to **us**. If **you** have a credit balance on **your** account under the **contract** or **deemed contract**, you are entitled to choose to apply that credit balance to reduce any amount that **you** may owe to **us** (whether or not **we** continue to hold a licence which entitles **us** to supply **energy** to the **property**).

14.3 Where the **contract** is a **deemed contract** which has arisen due to a Last Resort Supply Direction having been made in our favour, and where we have committed to do so, any credit balance(s) owed for the supply of electricity and/or gas to customers that the Direction applies to will be credited to your ScottishPower account or otherwise provided to you under the **deemed contract**.

14.4 If **you** pay **us** less than the amount that is due to **us**, and **we** accept this amount and apply it to **your** account:

- this does not mean that **we** accept **your** payment in full and final settlement of the relevant amount due to **us**; and
- **you** are still responsible for paying the outstanding balance to **us** in line with the terms of the **contract**.

14.5 If **you** have paid a **security deposit** to **us**, **we** can use that **security deposit** to pay off any outstanding **charges** **you** owe to **us** at any time.

15. What happens if you are having problems paying your bills

15.1 If **you** are having problems paying **your** bills, **we** recommend that **you** contact **us** as soon as possible. **We** will try to help **you**, for example by telling **you** about alternative payment methods or tariffs, discussing **your** options for paying any debt, and providing energy-efficiency advice to help **you** reduce **your energy** costs.

15.2 If **you** do not pay any of **your** bills in line with the terms of the **contract** or **you** contact **us** to let **us** know that **you** are having difficulty paying **your** bills, **we** can:

- change **your** payment method (and **your** tariff) by installing a **prepayment meter** at the **property** or by switching **your smart meter** to prepayment mode, in line with section 15.3;
- agree a payment plan with **you** to recover any outstanding amounts by instalments over a period **we** agree with **you** (other than through a **prepayment meter**), in line with section 15.4; or
- if it applies, agree with **you** that the **charges** will be taken direct from a state benefit **you** receive.

If **we** supply **energy** to **you** under a **deemed contract**, and **you** want to agree a payment plan with **us** or for **your charges** to be taken from a state benefit **you** receive, **you** will need to agree to enter into a **contract** with **us**. At that point, **your deemed contract** will come to an end. If **you**, having agreed for **your** charges to be taken direct from a state benefit **you** receive, are subsequently no longer in receipt of such state benefit, we can discuss and agree with **you** the other payment options, referred to above.

15.3 If **you** and **we** agree (or as set out in section 15.5) that a **prepayment meter** will be installed at the **property** or that **your smart meter** will be switched to prepayment mode:

- the **prepayment meter** will then collect **charges** from that point onwards, as well as any **charges** **you** may still owe;
- the rate at which the **prepayment meter** will collect any outstanding **charges** will take into account (i) **your** ability to pay, (ii) relevant information provided by third parties that is available to **us**, and (iii) the value of all of the **charges** that are to be recovered through the **prepayment meter**; and
- **we** will not install a **prepayment meter** or switch **your smart meter** to prepayment mode unless it is safe and reasonably practical to do so.

15.4 If **we** agree to enter into a payment plan with **you**, the following will apply.

- **You** will pay any outstanding amounts in instalments over a period **you** and **we** agree. The amount of the instalments will be based on **your** ability to pay and will take into account relevant information provided by third parties that is available to **us**.
- **You** will also be able to make one-off payments to reduce the outstanding amount at any time during the period of the payment plan.
- As well as the instalments due under any agreed payment plan, **you** must continue to pay all **charges** for **energy** **we** supply to **you**, by **your** agreed payment method and in line with the terms of the **contract**.
- If **you** fail to make any payments due under an agreed payment plan, the full outstanding amount will immediately become due and **you** must pay it. **We** may then install a prepayment meter at the **property** or switch **your smart meter** to prepayment mode.
- If **you** move out of the **property** or if the **contract** comes to an end for any other reason, the full outstanding amount under any payment plan **we** have agreed will immediately become due and **you** must pay it, unless **we** agree with **you** that **your** payment plan will continue. If **you** are moving into a new **property**, **we** may agree to set up a new payment plan to recover the outstanding amount under a new **contract** between **you** and **us** to supply **energy** to **your** new home.

15.5 If:

- **you** do not agree to one of the options set out in section 15.2;
- **you** fail to keep up payments under any payment plan **we** have agreed with **you**; or
- **we** supply **energy** to **you** under a **deemed contract** and **you** fail to pay any **charges** to **us** in line with the terms of the **contract**;

we can install a **prepayment meter** at the **property** or switch **your smart meter** to prepayment mode, and the terms of section 15.3 will apply.

We will not take any action to recover outstanding **charges** by any other means unless you are in breach of any terms agreed pursuant to this section 15 and/or **you** and **we** otherwise agree.

16. Installing and looking after your meter

- 16.1 **You** must make sure that the **property** has a suitable meter that meets **industry regulations** for safety, accuracy and reliability and which can provide all the information **we** need to supply and measure **your energy** use in line with **your** tariff. **You** must allow all authorised metering equipment which is installed at the **property** and which is working properly to remain in place, unless **you** want to install **your** own meter under section 16.3.
- 16.2 If on the date the **contract** starts (or at any other time) **you** do not already have a suitable meter, which works properly, installed for each type of **energy** that **we** supply, **we** can install a meter at the **property** (or arrange for one to be installed).
- 16.3 **You** can make **your** own arrangements for installing a meter, as long as the meter meets the relevant **industry regulations**. **We** are not responsible for any faults or other issues with any **metering equipment** **you** have arranged to be installed.
- 16.4 **You** must take care of all **metering equipment** and **you** must not damage or interfere with it. In particular, **you** must not tamper with or block any **metering equipment** in a way that means it is prevented or restricted from recording information about **your energy** use or communicating that information to **us** or **our** representatives.
- 16.5 **You** must let **us** know immediately if any **metering equipment**:
- is interfered with, lost, stolen, damaged or stops working; or
 - is affected (or is likely to be affected) by anything that may prevent **us** from using the **metering equipment** to take meter readings or using it for the purposes specified in the **contract**.
- 16.6 If **you** and **we** disagree about the accuracy of the readings that are taken from **your** meter, **we** will arrange for the meter to be inspected and tested. If the meter is found to be accurate, the cost of the inspection and testing will be paid by whoever believed it was not accurate.
- 16.7 **You** will be responsible at all times for the electrical and gas equipment (including pipes and wiring) in the **property**. **You** must make sure that this equipment is kept in good working order and condition, and that **you** use it in line with the law.
- 16.8 Certain extra terms and conditions apply if **you** have a **smart meter** – see section 36.

17. When we may need access to your property

- 17.1 **You** agree to give **us** and any other **industry body** (and **our** and their representatives) access to the **property** at any time if **we** or they need it for any of the following reasons.
- If there is an emergency.
 - If there is a risk to life or **property**.
 - To install, operate, maintain, read, disconnect, isolate, repair or replace any equipment relating to supplying **energy** to **you**, including, for example, any **metering equipment**, wires or pipes.
 - To disconnect or discontinue the supply of **energy** to the **property**, if **we** are entitled to do so under the terms of the **contract** or any **industry regulations** that apply.
 - To install a **prepayment meter** or to switch **your smart meter** to prepayment mode, if **we** are entitled to do so under the terms of the **contract** or any **industry regulations** that apply.
 - To collect any **metering equipment** that **we** own, after the **contract** comes to an end.
 - To inspect or test any **metering equipment** or connection that **we** have not installed.
 - Any other purpose that is allowed or necessary in line with any **industry regulations** that apply.
- 17.2 **You** must make sure that access to the **property** is safe and that **metering equipment** is not obstructed. If it is obstructed, **you** will have to remove the obstruction at **your** own cost.

18. When we can disconnect, stop or change your energy supply

- 18.1 **We** can disconnect, stop or alter the supply of **energy** to **you** for the following reasons:
- If there is an emergency.
 - If there is a risk to life or **property**.
 - If **you** or **we** have ended the **contract**, in line with its terms (including, for example, where **you** have failed to pay outstanding **charges you owe us**).
 - If **we** are prevented from supplying **your energy** due to circumstances beyond **our** reasonable control.
 - If **we** are told by another **industry body** to disconnect, stop or alter the supply of **energy** to **you**, or anything another **industry body** has done or failed to do means **we** have to disconnect, stop or change the supply of **energy** to **you**.
 - Any other reason that is allowed or necessary in line with any **industry regulations** that apply.
- 18.2 **We** will only disconnect, stop or alter the supply of **energy** to **you** in line with **industry regulations** that apply.
- 18.3 If anything **you** have done or failed to do has caused **your energy** supply to be disconnected, stopped or changed, **you** may have to pay a reasonable charge to restore **your** supply.

19. When we can change your contract

- 19.1 **We** can change any of the terms of the **contract** (including, for example, the rates of the **charges**) at any time by publishing details of the changes on **our** website or by sending **you** notice of them.
- 19.2 However, if **we** have agreed to supply **energy** to **you** on a fixed-term tariff, while that fixed-term tariff is in place **we** will not:
- increase any of the fixed rates of the **charges** that apply under that fixed-term tariff; or
 - make any other changes to the terms of the **contract** that would be to **your** disadvantage.
- This section 19.2 will not prevent **us** from increasing the rates that apply under **your** tariff or from making any other changes to the terms of the **contract** which are to **your** disadvantage in the circumstances described in section 19.5.
- 19.3 Any changes to the **contract** will normally take effect from the date that **we** publish them on **our** website or from the date set out in **our** notice to **you** (whichever applies). However, if **you** agreed to enter into the **contract** with **us** and a proposed change would put **you** at a disadvantage (including, for example, an increase in the rates of **your** tariff), **we** will follow the process in section 19.4. If **we** supply **energy** to **you** under a **deemed contract**, **we** do not have to follow the process in section 19.4 (even if the proposed change would put **you** at a disadvantage), and any changes to the **contract** will take effect from the date that **we** publish them on **our** website.
- 19.4 If **you** agreed to enter into the **contract** with **us**, **we** will do the following if **we** plan to make a change to the **contract** that would be to **your** disadvantage:
- **We** will give **you** at least 30 days' written notice of the proposed change.
 - The change will not apply to **you** if, within 20 working days of the date the change comes into effect (as set out in **our** notice):
 - **you** agree to move to a new tariff or **contract** with **us**; or
 - **you** or another **energy** supplier tells **us** that **you** are switching supplier, and **your** supply switches within a reasonable time (normally 20 working days).

- If **you** do not enter into a new **contract** with **us** or a new supplier, the proposed change will automatically come into effect from the date set out in **our** notice to **you**.
- If **you** try to switch supplier as set out in this section 19.4, but **you** still owe **us charges**, **we** may tell **your** new supplier that **we** object to **you** switching supplier until **you** have paid the outstanding amount.
- If **you**:
 - pay the outstanding **charges** within 30 working days of **our** notice objecting to **your** switch; or
 - pay by **prepayment meter** and **you** agree with **your** new supplier that the outstanding **charges** can be transferred to them (in line with the relevant industry Debt Assignment Process);

you can go ahead with the switch and **we** will not make the change to the **contract** until the switch is completed (as long as the switch is completed within a reasonable time (normally 20 working days)).

19.5 **We** will not be prevented from making any changes to the **contract** (even if the **contract** is for a fixed-term tariff), and **we** do not have to follow the process under section 19.4 to make the change, in any of the following circumstances.

- If there is a change to the rate of VAT that applies to any part of the **charges** and **we** alter that amount to reflect the change.
- If **we** have changed **your** payment method under section 15.5 as a result of **you** failing to pay **us** any **charges** in line with the **contract**, as long as **we** have changed the payment method in line with section 15.5.
- If **we** are entitled to make the change to **your** disadvantage under **industry regulations**.

19.6 As well as **our** rights under sections 19.1 to 19.5, **we** may ask **you** to agree to an increase in the rates of **your** tariff or to any other change to the terms of the **contract** that is to **your** disadvantage. If **we** plan an increase or change under this section 19.6, **we** will do the following.

- **We** will give **you** notice of the proposed increase or change, including the date it will take effect from, and **we** will ask **you** to agree to the increase or change. **You** do not have to accept the proposed increase or change.
- If **you** agree to the increase or change, **you** must let **us** know in writing (including by email), unless **we** tell **you** that **you** can use another method. **We** will confirm that **you** have agreed to the increase or change, and the effect of the increase or change, in writing within five working days from (or as soon as possible after) the date **you** confirmed to **us** that **you** agreed to the increase or change.

20. Our guaranteed standards and how you can make a complaint

20.1 **Our** 'Guaranteed Standards' leaflet sets out some minimum standards **we** must meet in supplying **energy** to **you**, and the compensation arrangements that apply if **we** fail to meet those standards. **We** update this leaflet regularly and **we** will publish a copy of it on **our** website at scottishpower.co.uk/standards. **You** can also ask for a copy by **contacting us**.

20.2 When **we** send **you** a bill or statement **we** will also send **you** details of how **you** can make a complaint about any part of **our** service. Also, **our** Complaints Handling Charter is available at scottishpower.co.uk/customer-charters, or by **contacting us**.

21. Your right to end your contract when you move home

21.1 If **you** are moving out of the **property**, **you** can end the **contract** by giving **us** at least two working days' notice (or any shorter period **we** agree) before **you** move out.

21.2 If **you** give **us** notice in line with section 21.1, the **contract** will end on the date that **you** move out. However, if **you** still own the **property** after that date, **you** will still be responsible for having **energy** supplied until a new owner or occupier becomes responsible for this.

21.3 If **you** do not give **us** notice in line with section 21.1, the **contract** will continue until:

- two working days after **you** tell **us** (and give **us** any evidence **we** may reasonably ask for) that **you** have moved out and, if it applies, that **you** no longer own the **property**; or
- the date on which someone else agrees to have **energy** supplied to the same **property**, whichever is earlier.

22. Your other rights to end your contract

22.1 **You** can end the **contract** at any time (and without giving **us** notice) by switching to a new supplier. However, **we** can object to any proposed switch in certain circumstances, as described in section 23.

22.2 **You** can also end the **contract** if **we** have disconnected **your energy** supply.

22.3 If **you** end the **contract** for a fixed-term tariff before the end of the fixed-term period, **you** may have to pay an exit fee under the terms and conditions of **your** tariff. However, **you** will not have to pay this fee if:

- **you** complete a switch to another supplier at any time after **we** give **you** notice to end the fixed term, unless **you** have already entered into a **contract** with **us** for a new fixed-term tariff; or
- **you** switch to a different tariff with **us**.

22.4 If **we** supply **energy** to **you** under a **deemed contract**, the **contract** will automatically come to an end in line with section 5.4.

22.5 If **you** cancel a **contract** that is not for a fixed-term tariff, **you** will not have to pay an exit fee.

23. Our rights to object to you switching to a new energy supplier

23.1 **We** are entitled under the **industry regulations** to object to **you** switching to a new supplier:

- if **we** have demanded, in writing, any **charges you** owe **us** for supplying gas or electricity and these are still outstanding at least 28 days after the date of **our** demand; and
- for certain other reasons that are allowed under the **industry regulations**. This includes, for example, where **you** or a supplier has asked to switch by mistake.

23.2 If **you** have a **prepayment meter**, **we** will not object to **you** switching to a new supplier if:

- the total amount of the **charges you** owe **us** is no more than £500 per **energy** type; and
- **you** have agreed with **your** new supplier that the outstanding **charges** will be transferred to them, in line with the relevant industry Debt Assignment Process.

23.3 If **we** object to **you** switching to a new supplier because **you** owe **us charges**, **we** will tell **you** and give **you** 30 working days from the date **we** tell **you** of **our** objection to pay those **charges**. When **we** receive payment for the outstanding **charges**, **you** will be free to switch to a new supplier.

23.4 If **we** object to **you** switching to a new supplier, the **contract** will continue until:

- **you** have paid **us** any outstanding **charges** and another supplier is properly authorised or registered to supply **energy** to **you**;
- **we** start supplying **energy** to **you** under a new **contract**; or
- **we** disconnect **your** supply.

24. Our rights to end your contract

24.1 We can end the **contract** at any time if:

- **you** do not pay **us** any **charges** when they are due;
- **you** are using **energy** other than for the purpose for which **we** agreed to supply it;
- Ofgem instruct another supplier to begin supplying **energy** to the **property**;
- **we** no longer hold a licence which entitles **us** to supply **energy** to the **property**; or
- **you** significantly break any term of the **contract**.

In each case, **we** will give **you** written notice and the **contract** will end, or **we** may disconnect **your** supply of **energy** at any time on or after the date the notice ends.

24.2 If **you** agreed to enter into the **contract** with **us**, as well as **our** rights under section 24.1 **we** can end the **contract** or stop supplying **energy** to **you** at any time by giving **you** at least 42 days' written notice. **We** will not have this right if **we** supply **energy** to **you** under a **deemed contract**.

24.3 For the avoidance of doubt, the terms of sections 14.2, 14.3, 15.5, 25.2 and 33 will continue to apply even if **we** no longer hold a licence which entitles **us** to supply **energy** to the **property**.

25. What happens when your contract ends

25.1 When the **contract** ends, **we** may ask **you** to provide final meter readings. If **you** do not provide **us** with an accurate final meter reading for any **energy** **we** have supplied and **we** do not receive final meter readings from another source (for example, from **your** new **energy** supplier), **we** will be entitled to estimate **your** final meter readings. **We** may also charge **you** for the difference in the **charges** between the meter reading **you** provided (or that **we** estimated) and the next meter reading that **we** take or receive for the **property**.

25.2 **We** will send **you** a final bill within six weeks after the **contract** ends, which **you** must pay by the payment due date that is on the bill (or, if there is no payment due date on the bill, **you** must pay it within 14 days of the date of the bill). If subsequent information becomes available to correct a final bill provided, we will send you a corrected bill as soon as reasonably practicable.

25.3 Ending the **contract** will not affect any rights and responsibilities **you**, **we** or any industry bodies had before the **contract** ended, or which are due to come into force under the **contract** or to continue after the date it ended.

25.4 If **you** are responsible for paying **Green Deal charges**, **you** will continue to be responsible after the **contract** ends, and **your** new supplier will collect **your Green Deal charges** when they take over supplying **energy** to **you**.

25.5 If **you** or **we** end the **contract** but **we** continue to be **your** registered supplier after the date the **contract** ends, **we** may move **you** onto another tariff or **contract**, which may have different prices and terms and conditions. **We** will tell **you** about any new tariff and **contract** terms and conditions.

26. Our liability to you

26.1 **We** do not exclude or limit **our** liability for:

- death or personal injury resulting from **our** or **our** representatives' negligence;
- fraud by **us** or **our** representatives; or
- any other liability **we** cannot exclude under any law which applies.

26.2 **We** are not liable (responsible) for any:

- indirect or direct loss of (or damage to) income, business, **contracts**, profits or goodwill;
- loss or damage that could not reasonably have been expected at the time the **contract** started;

- loss or damage that **you** suffer under any **contract** or other relationship with any other person;
- loss or damage that results from any cause or circumstance that is outside of **our** control; or
- loss or damage resulting from anything any **industry body** does or fails to do.

26.3 If **we** are liable for any loss or damage under the **contract**, **our** liability to **you** will be limited to no more than £1,000,000 in any one calendar year. This maximum limit will not apply to the liability described in section 26.1.

27. The terms of your contract with us

27.1 These terms and conditions, together with the **tariff confirmation letter** (and any other terms and conditions referred to in this booklet or in the **tariff confirmation letter**) make up the whole terms of the **contract** for supplying **energy** to **you**.

27.2 **Our** obligations and responsibilities to **you** are as described in the **contract**. No other obligations or responsibilities, guarantees or other conditions not mentioned in the **contract** will apply.

27.3 Nothing in the **contract** affects **our** rights under any **industry regulations** or other relevant laws.

27.4 If there is more than one **customer**, each of **you** will be responsible (together and separately) for carrying out the **customer's** obligations under the **contract**, including paying the **charges**.

28. How we will send notices to you

If **we** need to send any notice to **you** under the **contract**, **we** will send that notice:

- in writing and deliver it by hand or post it to **you** at the **property**; or
- if **you** have agreed (for example, when **you** signed up to use **our** online account or mobile app), to **you** at the email address **you** have given **us**, or any other email address **you** may give **us** for this purpose.

29. How you can send notices to us

If **you** need to send any notice to **us** under the **contract**, **you** must send it:

- in writing and deliver it by hand or post it to **us** to ScottishPower **Energy** Retail Limited, 320 St. Vincent Street, Glasgow G2 5AD or to any other address **we** may give **you** for this purpose;
- to **our** email address given in the **tariff confirmation letter** or to any other email address **we** may give **you** for this purpose, or by using the online form **we** may provide on **our** website or in **our** app; or
- by phoning one of **our** authorised representatives, or by using an automated telephone service if this service is specifically provided for a particular type of notice.

30. We may transfer the contract to someone else

30.1 **We** can transfer any or all of **our** rights and responsibilities under the **contract** (including the right to receive any payments due to **us**) to another person without **your** permission, as long as they have all the licences and approvals from Ofgem or other industry bodies that they need to be able to supply **energy** to the **property**. **We** will tell **you** in writing if this happens.

30.2 That person will take on the rights and responsibilities as if they had originally taken out the **contract** with **you**. **We** will be released from all of **our** responsibilities under the **contract** and from then on **you** will deal with the other person.

31. You need our permission to transfer the contract to someone else

You can only transfer **your** rights or **your** responsibilities under the **contract** to another person if **we** agree to this in writing.

32. What happens if a court finds any term of the contract to be unlawful

Each of the sections (and subsections) of the **contract** apply separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections (and subsections) will stay in force.

33. Enforcing the contract

If **we** do not insist immediately that **you** do anything **you** are required to do under the **contract**, or if **you** have broken any of the terms of the **contract** and **we** delay taking steps against **you**, it will not mean that **you** do not have to do those things and it will not prevent **us** from enforcing the **contract** at a later date. For example, if **you** miss a payment and **we** do not chase **you** for that payment but **we** continue to provide **your** supply, **you** will still have to make the payment at a later date.

We will ensure that any action **we** (or our representatives) take (including but not limited to the exercise of statutory powers) to recover any amounts **you** owe us, and the costs which **we** seek to recover from **you** as a result of taking such action, are reasonable in the circumstances (unless **we** are objecting to **you** switching to a new supplier in accordance with section 23).

34. The laws that apply to the contract and where you and we can bring legal proceedings

- 34.1 If the **property** is in Scotland, the **contract** is governed by the laws of Scotland and **you** or **we** can bring legal proceedings in the Scottish courts.
- 34.2 If the **property** is in England or Wales, the **contract** is governed by the laws of England and Wales and **you** or **we** can bring legal proceedings in the courts of England or Wales.

35. How we will use and protect your information

- 35.1 **We** will use and protect **your** information in line with **our** responsibilities under data-protection laws. **Our** privacy information notice describes how **we** will use and protect **your** information.
- 35.2 **You** can see **our** privacy information notice on **our** website at scottishpower.co.uk/privacy, or **you** can ask for a copy at any time by **contacting us**.

36. Terms that apply if you have a smart meter

36.1 Letting **us** know if **you** have a smart meter in your property

- 36.1.1 Before **we** start to supply **you** with **energy**, **you** must let **us** know if **you** have a **smart meter** installed in the **property** and whether **we** or another supplier originally installed it (if **you** know this).
- 36.1.2 If another supplier installed the **smart meter**, **you** or **we** may not be able to use all of its functions. If so, **we** will try to tell **you** which functions will not be available to **you** or **us**, based on the information **we** have about the **smart meter**. **We** may have to install a new **smart meter** at the **property**.
- 36.1.3 If the **smart meter** and in-home display were installed or provided by **us**, they will be owned by **us** or **our** representatives at all times.

36.2 Information recorded by the smart meter

- 36.2.1 The **smart meter** will record information about **your energy** use at the **property** during each half-hour period. It will hold that information for up to two years.
- 36.2.2 To work out **your** bills, **we** will take meter readings from the **smart meter** every day, unless **you** have told **us** that **you** want **us** to take the readings once a month instead. Or, **we** can take readings for each half-hour period during the day (for the purposes of working out **your** bills) if **you** have specifically agreed **we** can do so.
- 36.2.3 If **we** have told **you** that **we** will be taking daily meter readings, **we** will only start to take those meter readings seven days after **we** told **you** **we** were going to. If **you** tell **us** at any time that **you** do not want **us** to take meter readings every day, **we** will take meter readings once a month.
- 36.2.4 At any time, **you** can contact **us** to let **us** know if **you** would prefer **us** to take readings from the **smart meter** every half hour, every day, or every month.

36.3 Smart display

- 36.3.1 The **smart display** will allow **you** to see the amount of **energy** that **you** are using at the **property**.
- 36.3.2 The **smart display** will also allow **you** to see the cost of the **energy** **you** are using. (However, the costs shown on the **smart display** may not exactly match up to the amounts that appear on **your** bill).
- For example, this may be because the costs shown on the **smart display** do not include VAT (unless the **smart meter** is set to operate as a **prepayment meter**) or because they do not include any discounts that may apply as part of **your** tariff, any other **charges** that **we** can add to **your** bill under the terms of the **contract**, or any debt or instalment plans or arrangements. Also, updated information about payments **you** have made may take a few hours to reach the **smart meter**.
- 36.3.3 Any **in-home display** that **we** provide may only work with the **smart meter** that has been installed in the **property**, and **you** must leave the **smart meter** and the in-home display in the **property** if **you** move house.
- 36.3.4 An **in-home display** may include a **prepayment meter** interface device, which aims to make it easier for **you** to operate the **smart meter** when it is in a prepayment mode. In some cases, this device may be separate to the in-home display. When **we** refer in the **contract** to the **in-home display**, this also includes, if it applies, any separate **prepayment meter** interface device.

36.4 Other uses of the smart meter

- 36.4.1 As well as using the **smart meter** to measure **your energy** use and to work out **your** bills, **you** agree that **we** can use it to manage the supply of **energy** to the **property** and to manage **your** account with **us**, without **us** needing to visit the **property**.
- 36.4.2 For example, **we** may use the **smart meter**, the **smart display** and the information that **we** take from the **smart meter** for the following purposes, without visiting the **property**.
- To monitor, repair or update the **smart meter**, **smart display** or any related systems.
 - To switch the **smart meter** from a credit meter to a **prepayment meter** in any circumstances where **we** are entitled to install a **prepayment meter** under the terms of the **contract** or under **industry regulations**, and as long as it is safe and reasonably practical for **you** to use a **prepayment meter**.
 - To switch the **smart meter** from a **prepayment meter** to a credit meter if **we** are entitled to do so under the terms of the **contract** or under **industry regulations**, or if **we** have agreed with **you** that **we** can do so.

- To disconnect or discontinue the supply of **energy** to the **property** in any circumstances where **we** can do so under the terms of the **contract** or under **industry regulations**.
- To monitor **your energy** use (including, for example, to help **us** to detect or prevent any fraud or theft).
- To carry out research and analysis, create statistics and test computer systems.
- To give **you** information about products or services that may be of interest to **you**, but only where **you** have agreed to **us** using the **smart meter**, the **smart display** and the information **we** take from the **smart meter** to do this.
- To tell **you** how **you** can make the **property** more **energy-efficient**.
- To allow **us** to keep to **our** responsibilities or to exercise **our** rights under the **contract** and under any **industry regulations**.

36.4.3 **We** will use the information that **we** collect from the **smart meter** in line with **our** privacy information notice and the terms of this section 36.

36.4.4 **You** agree that **our** rights under the **contract** apply as well as **our** other rights under any **industry regulations** in connection with any **smart meter** installed at the **property**.

37. National Terms of Connection

- 37.1 **We** are acting on behalf of the **electricity network operator** to make an agreement with **you**. The agreement is that **you** and the **electricity network operator** both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that **you** enter into the **contract** and it affects **your** legal rights. The NTC is a legal agreement. It sets out rights and duties relating to the connection the **electricity network operator** delivers electricity to or accepts electricity from.
- 37.2 If **you** want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London SE1 2AU or visit connectionterms.org.uk.

38. Safety and emergencies

- 38.1 If **you** or anyone living in the **property** has a medical condition or a disability, **you** should let **us** know. **We** will tell **your electricity network operator**, so they can try to make sure **you** can still use any essential equipment if there is a loss of supply or an emergency.
- 38.2 In a gas emergency, **we** or **your gas transporter** might ask **you** to turn down gas appliances or stop using gas altogether. **You** will need to follow any instructions **we** or **your gas transporter** give **you**.
- 38.3 **You** must not use gas in a way which is likely to put anyone's health or safety at risk, risk damage to **property** or affect the supply of gas to others.
- 38.4 If **you** suspect a gas leak, or damage to any **metering equipment** which might result in a gas leak, **you** must tell the **gas transporter** immediately. The phone number is 0800 111 999. **We** will tell **you** if this number changes.
- 38.5 If **you** suspect damage to any **metering equipment** which might result in danger to anyone's health or safety, **you** must tell **your electricity network operator** immediately. The phone number is 105. **We** will tell **you** if this number changes.

39. The electricity supplied to you

The electricity delivered to the **property** through the electricity distribution network will normally be at one of the following voltages. This information is taken from the National Terms of Connection (NTC) (which are referred to in section 37).

- At 230 volts nominal alternating voltage: normally a single-phase supply, with a permitted range of voltage variation from plus 10% to minus 6%.
- At 400 volts nominal alternating voltage: normally a three-phase supply, with a permitted range of voltage variation from plus 10% to minus 6%.
- At either of the above voltages: the supply frequency will be 50 hertz, with a permitted nominal variation of plus or minus 1%.



We are proud to have gained Plain English Campaign's Crystal Mark for the clarity of our terms and conditions.

We understand the importance of keeping your personal details safe. To find out more, visit [getsafeonline.org](https://www.getsafeonline.org)